

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721925

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900669543		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amesbury Home LLC		09/03/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Capital Affiliated LLC		
Street Address:	2845 Chipeta Avenue		
City:	Grand Junction		
State/Country:	COLORADO		
Postal Code:	81501		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88940263	CALDO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(617) 744-3392		
Email:	madison@veya.co		
Correspondent Name:	Madison Perry		
Address Line 1:	177 Huntington Ave		
Address Line 4:	Boston, MASSACHUSETTS 02115		
NAME OF SUBMITTER:	Madison Perry		
SIGNATURE:	/madisonperry/		
DATE SIGNED:	04/18/2022		
Total Attachments: 2			
source=Dragonfly - Amesbury Caldo Asset Transfer Agreement (BRL 8-25-20) date (1) (5)#page1.tif			
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Asset Transfer and Assignment and Assumption Agreement

September 3,
2021

This Asset Transfer and Assignment and Assumption Agreement (this “**Agreement**”), dated as of August 3, 2020 (the “**Effective Date**”), is by and between Amesbury Home, LLC, a Delaware limited liability company (“**Transferor**”), in favor of Capital Affiliated LLC, a Texas limited liability company (“**Transferee**”).

WHEREAS, Transferor is a wholly owned subsidiary of Transferee;

WHEREAS, Transferor and Transferee desire to transfer certain assets and liabilities as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Transferor hereby sells, assigns, grants, conveys and transfers to Transferee all of Transferor’s right, title and interest in and to all of the tangible and intangible assets and agreements owned or used by Transferor, including, without limitation, those related to the Caldo brand (but excluding Transferor’s Amazon Seller Account) free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance, and all of Transferor’s duties, obligations, and liabilities, except as related to the Transferor’s Amazon Seller Account (collectively, the “**Transferred Assets**”). Transferee hereby accepts such assignment and transfer and assumes such duties, obligations, and liabilities.

2. Representations and Warranties. Transferor hereby represents and warrants to the Transferee that (a) the Transferor is the sole record and beneficial owner of all right, title, and interest in and to the Transferred Assets, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance, (b) Transferor has not sold or transferred, or agreed to sell or transfer, the Transferred Assets or any interest therein (other than to the Transferee), (c) the Transferor is transferring to the Transferee its title to the Transferred Assets, and this Agreement constitutes the Transferor’s valid and legally binding obligation enforceable in accordance with its terms, and (d) this Agreement and the transactions contemplated hereby have been approved by any required limited liability company action on the part of the Transferor. Transferee hereby represents and warrants to the Transferor (x) this Agreement constitutes the Transferee’s valid and legally binding obligation enforceable in accordance with its terms, and (y) this Agreement and the transactions contemplated hereby have been approved by any required limited liability company action on the part of the Transferee.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

6. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

TRANSFEROR:

AMESBURY HOME, LLC

Philip Butler
By: _____
Name: Philip Butler
Title: Managing Member

TRANSFeree:

CAPITAL AFFILIATED LLC

Philip Butler
By: _____
Name: Philip Butler
Title: Managing Member